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01-03-A-111132-0189

A.G. CONTRACT NO. KR-88-1097-TRD

ECS FILE: IGA-88-20

PROJECT: F-031-315PE, -515C

SECTION: Drachman - Glenn Street

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE COUNTY OF PIMA

THIS AGREEMENT entered into this        day of JAN 10 1989, 1988, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the COUNTY OF PIMA, acting by and through its duly elected governing body, hereinafter called "County".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, County is empowered by Section 11-251 Arizona Revised Statutes to enter into this agreement and acting by and through its duly elected governing body has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State seeks to improve the safety of the public traveling the state roadway system and desires to improve U.S. 89 from Drachman Road to Glenn Street; and

WHEREAS, County desires adjustments to County-owned sanitary sewer lines in conjunction with construction of said roadway improvements; and

NO. 13646  
FILED WITH SECRETARY OF STATE  
FILED 2-22-89  
Shumaker  
Secretary of State  
B. Hermuth

WHEREAS, State intends to construct roadway improvements to U.S. 89, and agrees to include in the project improvements, adjustments to sanitary sewer lines as requested by County; and

WHEREAS, it is to the mutual benefit of State and County to enter into an agreement to share certain responsibilities relative to the design and construction of said sanitary sewer adjustments and State and County agree to share in the cost of said adjustments as set forth below:

1. State shall bear all engineering and construction costs for roadway improvements to U.S. 89 from Drachman Road to Glenn Street.

2. County shall reimburse State for all engineering costs incurred in the design of sanitary sewer adjustments; said amount estimated to be SIX THOUSAND EIGHT HUNDRED DOLLARS (\$6,800).

3. County shall bear all construction costs for the adjustments to said County-owned sanitary sewer line plus 15% for construction engineering and administrative costs; said amount estimated to be TWENTY-FIVE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$25,930) as detailed on Exhibit A attached hereto and made a part hereof.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for roadway improvements for U.S. 89 from Drachman Road to Glenn Street.

2. Include in the roadway improvements plans for adjustments to County-owned sanitary sewer line.

3. Provide plans for the project to County for review and approval.

4. Submit to County, upon completion of design, an itemized bill for engineering costs incurred in the design of said sanitary sewer line adjustments.

5. Contract for construction of said roadway and utility improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.

6. Submit to County, upon completion of construction, a detailed breakdown of actual construction costs for adjustments of sanitary sewer line and a bill for said costs plus 15% for construction engineering and administrative costs.

COUNTY SHALL:

1. Review the project plans for adjustments to County-owned sanitary sewer line.

2. Remit to State payment in full for engineering costs incurred in the design of the sanitary sewer adjustments, within 60 days of receipt of bill for said costs.

3. Remit to State payment in full for actual construction costs for adjustments of County-owned sanitary sewer line plus 15% of the actual construction costs for engineering and administrative costs, within 60 days of receipt of bill for said costs.

4. In addition to all costs as heretofore mentioned, pay all reasonable costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of adjustments to County-owned sanitary sewer line.

5. Retain maintenance responsibilities for the sanitary sewer line.

THIS AGREEMENT shall remain in full force and effect until completion of said construction projects as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided, however, agreements herein relating to engineering costs and maintenance responsibilities shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of County's Resolution passed by its duly elected governing body, a copy of the written determination of the appropriate attorney that County is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY: TITLE: CHAIRMAN BOARD OF SUPERVISORSBY: 

CHIEF DEPUTY  
State Engineer

ATTEST: 

CLERK OF THE BOARD JAN 10 1989

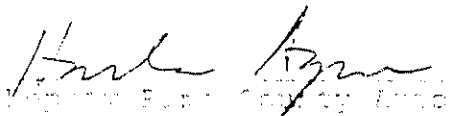
APPROVED PURSUANT TO A.R.S.  
11-952 (D) AS AMENDED

\_\_\_\_\_  
Deputy County Attorney

The foregoing intergovernmental agreement has been reviewed this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, pursuant to A.R.S. § 11-952 by the undersigned Pima County Arizona Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the agreement represented by the Arizona Attorney General.

\_\_\_\_\_  
Assistant Attorney General

The foregoing intergovernmental agreement has been reviewed this 8 day of December, 1988 pursuant to A.R.S. § 11-952 by the undersigned Deputy Pima County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the agreement represented by the Pima County Attorney.

  
Deputy Pima County Attorney

## EXHIBIT A

to

INTERGOVERNMENTAL AGREEMENT  
 BETWEEN  
 THE STATE OF ARIZONA  
 AND  
 THE COUNTY OF PIMA

Item No.	Description	Unit	Quantity	Unit Price	Amount
5050201	Reset Frame and Cover for Manhole	EA	16	\$325	\$ 5,200
5050221	Reconnect Manhole	EA	4	\$1,000	4,000
8081408	Pipe, Ductile Iron (4") (Class 50)	L.F.	18	\$30	540
8081422	Pipe, Ductile Iron (8") (Class 50)	L.F.	180	\$55	9,900
	Subtotal				\$ 19,640
	ADD: 1% of bid item for Maintenance & Protection of Traffic				1,600
	1% of bid item for Mobilization				1,350
	Subtotal				\$ 22,550
	15% Engineering and Administrative Costs				3,380
	TOTAL				\$ 25,930

RESOLUTION NO. 1989- 2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
PIMA COUNTY, ARIZONA; RELATING TO WASTEWATER  
MANAGEMENT; PROVIDING FOR AN INTERGOVERN-  
MENTAL AGREEMENT WITH THE STATE OF ARIZONA.

WHEREAS, the State of Arizona desires to improve U.S. 89  
from Drachman Road to Glenn Street and to incorporate  
adjustments to sanitary sewer lines as requested by Pima  
County; and

WHEREAS, Pima County desires to have adjustments to  
sanitary sewer lines included in the improvements; and

WHEREAS, Pima County desires to enter into an  
Intergovernmental Agreement with the State of Arizona to bear  
all engineering and construction costs for adjustments to the  
County-owned sewer lines;

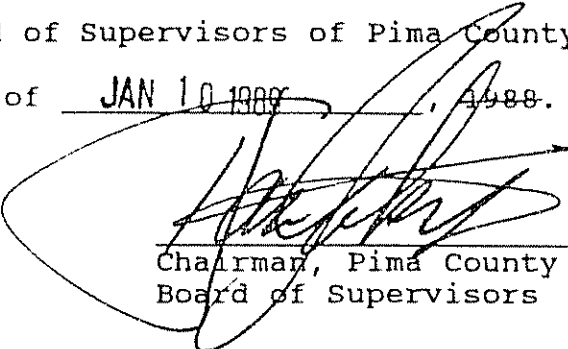
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF PIMA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the Intergovernmental Agreement between  
Pima County and the State of Arizona attached hereto as  
Attachment A is hereby approved; and

Section 2. That the Chairman of the Board of Supervisors  
is hereby empowered to execute the Intergovernmental Agreement;  
and

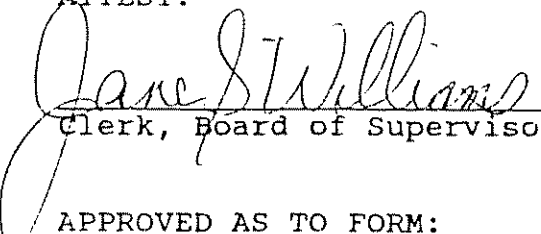
Section 3. That the various Pima County officers and  
employees are hereby authorized and directed to perform any and  
all acts necessary to give effect to this Resolution.

RESOLVED by the Board of Supervisors of Pima County,  
Arizona, this \_\_\_\_\_ day of JAN 10 1988, 1988.



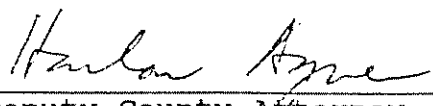
\_\_\_\_\_  
Chairman, Pima County  
Board of Supervisors

ATTEST:



\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:



\_\_\_\_\_  
Deputy County Attorney

ECS FILE: IGA-88-20

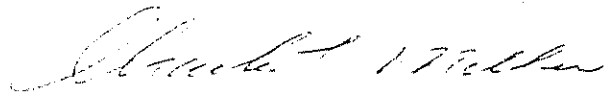
PROJECT: F-031-315PE, -515C

SECTION: Drachman - Glenn Street

RESOLUTION

BE IT RESOLVED on this 24th day of May, 1988, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the County of Pima for construction of sanitary sewer improvements in conjunction with construction of roadway improvements for U.S. 89 from Drachman Road to Glenn Street.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



Charles L. Miller, Director  
Arizona Department of Transportation



# Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 8500

Robert R. Corbin

## INDEPENDENT VERIFICATION AGREEMENT

### DEFINITION

A.G. Contract No. AE 88-1047-7AD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, et. seq., by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into a contract.

Dated 14<sup>th</sup> of February, 1989.

ROBERT R. CORBIN  
Attorney General

James R. Kellogg  
Assistant Attorney General  
Transportation Division